

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2013-020 NH Real Estate Commission v. Margherita Verani & Verani
Realty, Inc. dba: The Prudential Verani Realty

Allegations: RSA 331-A:16, I; RSA 331-A:16, II; Rea 301.01 (d); Rea 301.02 (a); RSA
331-A:26, II; RSA 331-A:26, V; RSA 331-A:26, XXVII; RSA 331-A:26,
XXIX; RSA 331-A:26, XXXVI

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Margherita Verani ("the Licensee" or "the Respondent Verani") a real estate principal broker currently licensed by the Commission until January 4, 2015, and Verani Realty, Inc. dba: The Prudential Verani Realty, a real estate firm currently licensed by the Commission until February 12, 2015, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

Margherita Verani is the principal broker of Verani Realty, Inc. dba: The Prudential Verani Realty, which advertises appointment centers in Milford, Derry, and Barnstead on their website www.verani.com. The Commission

Investigator Ann Flanagan visited these locations and the Milford and Derry locations had signage and indications that they were appointment centers, and the Barnstead location had signage and indications that it was a branch office with agent Tami Mousseau working there although she was licensed at the Verani Realty Inc. branch office located in Concord, NH. All three of these unlicensed offices have signage visible to the public misrepresenting that they are real estate offices with a presence in those locations. Respondent Verani submitted a branch office application for the Barnstead location on May 28, 2013, designating Tami Mousseau as the managing broker of this location. Respondent Verani has been before the Commission in the past and had been notified that appointment centers and branch offices must be licensed and supervised by a licensed managing broker.

2. The Respondents acknowledge and do not contest the allegations described in Paragraph 1 above.
3. The Respondents consent to the Commission imposing the following, pursuant to RSA 331-A:28. The Respondents shall cease and desist operating unlicensed appointment centers and shall license the appointment centers located in Derry and Milford with the Commission as branch offices designating a managing broker for each location within thirty (30) days of the effective date of this Settlement Agreement. Respondents acknowledge that managing brokers designated at the branch office locations have the duty of on-site supervision. Failure to comply with the requirements of this Settlement Agreement will result in the suspension of

Respondents' real estate licenses until the requirements of this Agreement are satisfied.

4. The Respondents' failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondents have engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondents voluntarily sign this Settlement Agreement and state that no promises or representations have been made to them other than those terms and conditions expressly stated herein.
7. Respondents understand that their action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondents have had the opportunity to seek and obtain the advice of an attorney of their choosing in connection with their decision to enter into this Agreement.
9. Respondents understand that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondents specifically waive any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced their right to

a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.

10. Respondents certify that they have read this document titled Settlement Agreement.

Respondents understand that they have the right to a formal adjudicatory hearing concerning this matter and that at said hearing they would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondents fully understand the nature, qualities and dimensions of these rights. Respondents understand that by signing this Agreement, they waive these rights as they pertain to the misconduct described herein.

11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondents

We, Margherita Verani and Verani Realty, Inc. dba: The Prudential Verani Realty, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against us, and, of our own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, we knowingly and freely waive our right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

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Dated: Jan 21, 2014

Margherita Verani
Margherita Verani
Respondent

On this 21st day of January A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Carene Hashony
Justice of the Peace/Notary Public

My commission expires:

March 10, 2015

Dated: Jan 21, 2014

Margherita Verani
Margherita Verani, President
Verani Realty, Inc.
dba: The Prudential Verani Realty
Respondent

On this 21st day of January A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Carene Hashony
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My commission expires:

March 10, 2015

For the Commission

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Dated:

March 18th 2014
2013



Beth A. Edes

Executive Director

of the NH Real Estate Commission